OMB Approval #: 2700-0042 PAGE OF PAGES 1. CONTRACT ID CODE AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2 08 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) See Page 1.a 26 7. ADMINISTERED BY (If other than Item 6) CODE 6. ISSUED BY PS22-P/MCE **Procurement Office** MSFC Adm: PS22-P/Carol Terrell George C. Marshall Space Flight Center 256-544-6710 National Aeronautics and Space Administration AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566 Marshall Space Flight Center, AL 35812 9A. AMENDMENT OF SOLICITATION NO. 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) 9B. DATED (SEE ITEM 11) Al Signal Research, Inc. 3411 Triana Blvd SW 10A. MODIFICATION OF CONTRACT/ORDER NO. Huntsville, AL 35805 NAS8-02047 Χ 10B. DATED (SEE ITEM 13) CODE 004R1 02/15/02 18279 CAGE CODE THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 1.a 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.243-2 "Changes-Cost Reimbursement Alternate II Clause. OTHER (Specify type of modification and authority E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incentive Incentive Unearned **Total Sum** Maximum Contract Negotiated Prov. Total Fee Available Incentive Fee Allotted Incentive Fee **Value** Fee Earned Est. Cost Est. Cost Est. Cost \$21,418,960 \$469,509 \$418,983 \$3,220 \$20,615,450 -0-\$20,527,248 \$891,712 \$20.527.248 \$ Previous 7,204 526,817 127,264 -0--()-This Mod 120,060 -0-120,060 7,204 \$476,713 \$3,220 \$21,142,267 \$21,546,224 \$20,647,308 \$20,647,308 \$898,916 \$418,983 New Total See Page 2 for description. *Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15A. NAME AND TITLE OF SIGNER (Type or print) Monica Heidelberg 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 15C. DATE SIGNED 15B. CONTRACTOR/OFFEROR (Signature of Contracting Officer)

(Signature of person authorized to sign)

<u>DCN</u>	<u>Appropriation</u>	Amount
4200057827	62-761-99-50-SFCX22004D-62CD60	\$ 46,117.00
4200057827	62-332-14-10-SAT292003D-62CD60	14,600.00
4200057625	62-911-03-01-SAEX22004D-62CD70	466,100.00
	Total obligation	526,817.00
1		

The purpose of this modification is to increase workload requirements under Performance Work Statement, WBS 5.4 Organizational Development Program services by 1 FTE at 2080 manhours and to increase workload requirements under Performance Work Statement, WBS 5.5 Procurement of Conference, Training and Organizational Development services by 1 FTE at 2080 manhours, provide an equitable adjustment for the change, provide incremental funding pursuant to the "Limitation of Funds" clause, and Contractor's letter dated April 6, 2004. The foregoing action is further implemented by the following changes:

- 1. Clause B.2 <u>ESTIMATED COST AND CONTRACT FEES</u> paragraph (a) is hereby deleted in its entirety and the attached Clause B.2 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
- 2. Clause B.5 <u>CONTRACT FUNDING (1852.232-91 (JUN 1990)</u> is hereby deleted in its entirety and the attached Clause B.5 is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
- 3. The total equitable adjustment for the change is as follows:

Contract Year	Estimated Cost	Minimum Incentive Fee	Maximum Incentive Fee
Option Yr. 2 Option Yr. 3 Option Yr. 4	\$ 120,060 \$ 128,899 \$ 134,503	\$ - 0 - \$ - 0 - \$ - 0 -	\$7,204 \$7,734 \$8,070
Total	\$ 383,462	\$ - 0 -	\$23,008

4. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's proposal(s) for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

Contract Change Identification

Title

Date

Modification 26

Increase workload Reqt's PWS 5.4 and PWS 5.5

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.
- (b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.
- (1) <u>Mission Schedule</u> will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.
- (2) <u>IDIO Schedule</u> will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 <u>ESTIMATED COST AND CONT</u>RACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

Contract Year	Schedule	Period Covered	Est	t. Cost	Provisional Est. Cost	Minimum Incentive Fee	Maximum Incentive Fee	Tota	l Value
Base Year	(A) Mission	02/15/02-2/14/03	\$	6,770,675	0	0	\$ 266,693	\$	7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$	264,304	0	0	\$ 15,858	\$	280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$	6,329,600	0	0	\$ 279,306	\$	6,608,906
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$	489,009	0	0	\$ 29,341	\$	518,350
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$	6,693,720	0	0	\$ 301,718	\$	6,995,438
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$	100,000	0	0	\$ 6,000	\$	106,000

Option Yr. 3	(A) Mission	02/15/05-2/14/06	\$ 6,830,018	0	0	\$ 310,438	\$ 7,140,456
Option Yr. 3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-2/14/07	\$ 6,963,504	0	0	\$ 318,985	\$ 7,282,489
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	0	0	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

			Maximum Available	Incentive	Unearned Incentive
Contract Year		Period Covered	Incentive	Fee Earned	Fee Earned
	<u>Schedule</u>		<u>Fee</u>		
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04			
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03			
		08/15/03-02/14/04			
Option Yr. 2	(A) Mission	02/15/04-08/14/04			
		08/15/03-02/14/05			
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04			
		08/15/04-02/14/05			
Option Yr. 3	(A) Mission	02/15/05-08/14/05			
		08/15/05-02/14/06			
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05			
	•	08/15/05-02/14/06			
Option Yr. 4	(A) Mission	02/15/06-08/14/06			
		08/15/06-02/14/07			
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06			
•	-	08/15/06-02/14/07			

(End of clause)

B.3 <u>INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND</u> ORDERING PROCEDURES

- (a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.
- (b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$20,155,505. This allotment is for <u>Customer and Employee Relations (CaER) Directorate Support Services</u> and covers the following estimated period of performance: <u>February 15, 2002 through October 22, 2004.</u>
- (b) An additional amount of \$986,762 is obligated under this contract for payment of fee.
 - (c) Recapitulation of funding is as follows:

	<u>Previous</u>	This Action	<u>Total</u>
Estimated Cost	\$19,782,544	\$372,961	\$20,155,505
Provisional Incentive Fee	413,923	153,856	567,779
Incentive Fee Earned	418,983	0_	<u>418,983</u>
Total Sum Allotted	\$20,615,450	\$526,817	\$21,142,267

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u> <u>Amount</u>